CONSTITUTIONAL LAW—ABSOLUTE LIABILITY OF AUTOMOBILE OWNERS—DUE PROCESS.—*Subdivision* 3, *Section* 10, *Act* 318, of the PUBLIC ACTS of 1909 of Michigan provided as follows: "Liability of Owners.—The owner of a motor vehicle shall be liable for any injury occasioned by the negligent operation by any person of such motor vehicle, whether such negligence consists in violations of the provisions of a statute of the state or in the failure to observe such ordinary care in such operation as the rules of the common law require; but such owner shall not be so liable in case such motor vehicle shall have been stolen." The defendant owner had sent his automobile to a garage for repairs, in the course of which the employes of the concern in taking the machine out for a run in order to test it collided with the plaintiff, who thereupon sought to hold the owner liable for his injuries under the statute above quoted. The validity of this statute was questioned on the ground that it violated the fourteenth amendment to the federal constitution. *Held* that this statute was unconstitutional. *Dougherty* v. *Thomas,* (Mich. 1913), 140 N. W. 615.

There is no case which has gone so far as to sustain the rule adopted by the statute in the principal case. In *Camp* v. *Rogers,* 44 Conn. 291, a statute imposing a similar liability was under review, but the court adopted a construction which avoided the necessity of determining the constitutional question. This principal case follows the doctrine laid down in *Ives* v. *South Buffalo Ry.,* 201 N. Y. 271, 94 N. E. 431, 34 L. R. A. (N. S.) 162, Ann. Cas. 1912, B, 136, that it is unconstitutional per se to impose liability upon one who is without fault or negligence for injuries sustained by another. The better view is that imposition of absolute liability is not unconstitutional per se, but only unconstitutional where the regulation is unreasonable in view of the ends to be attained. *St. Louis R. R.* v. *Mathews,* 165 U. S. 1; *Chic. etc. R. R. v. Ternecke,* 183 U. S. 582.

CONTRACTS—MUTUALITY.—The defendant gave plaintiff the privilege of selling its motor cars in Waterbury, Conn., in consideration of which the plaintiff agreed to purchase twenty cars, making a deposit of $700 i. e. $35 for each car. The agreement was in writing and further stipulated that defendant should be under no liability for failure to deliver any cars ordered, and might either deliver, or return the deposit at its option. Plaintiff received from the defendant six of the cars. The plaintiff refused a new contract and sued the defendant for the balance of the deposit, $490. The defendant claimed that plaintiff had broken the contract of purchase by not taking all the 20 cars and could not recover. *Held*.. The contract did not bind the defendant to deliver any cars and was void for lack of mutuality. The plaintiff received no consideration, and was therefore guilty of no breach of contract and could recover. Two judges dissented on the ground that having made plaintiff their agent an implied contract to sell to the plaintiff arose which was binding on the defendant. Further that the plaintiff had acted as agent and made certain commissions, while defendant had received the benefit of his services and the contract was validated by performance on